



Itel Rail Corporation

55 Francisco Street
San Francisco, CA 94133
(415) 984-4000
(415) 781-1035 Fax

June 6, 1990

RECORDATION NO. 15642W FILED 1425

MAY 8 1990 -11:20 AM

INTERSTATE COMMERCE COMMISSION

Hon. Noreta R. McGee
Secretary
Interstate Commerce Commission
Washington, DC 20423

**Re: Amendment No. 1 to Schedule No. 4 to Master Lease No. 2197-00
dated May 5, 1988, between Itel Rail Corporation and Hartford
and Slocomb Railroad Company**

Dear Ms. McGee:

On behalf of Itel Rail Corporation, the above instrument, in three (3) counterparts, is hereby submitted for filing and recording pursuant to 49 U.S.C. Section 11303(a), along with the \$15 recordation fee.

Please record this Amendment under Master Lease No. 2197-00 dated May 5, 1988, between Itel Rail Corporation, as successor in interest to both Itel Rail Corporation and Itel Railcar Corporation, and Hartford and Slocomb Railroad Company, which was filed with the ICC on May 13, 1988, under Recordation No. 15642.

The parties to the aforementioned instrument are listed below:

Itel Rail Corporation (Lessor)
55 Francisco Street
San Francisco, California 94133

Hartford and Slocomb Railroad Company (Lessee)
P.O. Box 2243
Dothan, Alabama 36302

This Amendment adds to Schedule No. 4 ten (10) 52' 5", 70-ton, Plate C, RBL boxcars bearing reporting marks HS 11367-11376.

Please return to the undersigned the stamped counterparts not required for filing purposes, together with the ICC fee receipt and acknowledgment letter.

Very truly yours,

Patricia Schumacker
Patricia Schumacker
Legal Assistant

MAY 8 1990 - 11:00 AM

AMENDMENT NO. 1

INTERSTATE COMMERCE COMMISSION

THIS AMENDMENT No. 1 ("Amendment") to Schedule No. 4 ("Schedule") dated May 31, 1989 to that certain Lease Agreement ("Agreement") dated May 5, 1988 between ITEL RAIL CORPORATION, as successor in interest to Itel Rail Corporation and Itel Railcar Corporation, as lessor ("Lessor") and HARTFORD AND SLOCOMB RAILROAD COMPANY, as lessee ("Lessee") is made as of this 4th day of May, 1990 between Lessor and Lessee.

R E C I T A L S :

- A. Lessor and Lessee are parties to the Lease Agreement pursuant to which twenty (20) RBL boxcars bearing reporting marks and numbers HS 11289-11308 on the Schedule have been leased and delivered by Lessor to Lessee.
- B. Lessor and Lessee desire to add to the Schedule ten (10) RBL boxcars bearing the reporting marks and numbers HS 11367-11376 (the "Additional Cars") pursuant to the terms and provisions of the Lease Agreement and this Amendment.
- C. Lessor consents to Lessee and Gettysburg Railroad Company entering into the Amendment No. 1 to the Assignment Agreement dated March 24, 1989 in the form of Exhibit B (GETY Assignment).

Lessor and Lessee agree as follows:

- 1. The following Additional Cars are hereby added to Schedule No. 4:

AAR Mechanical Designation	Description	Reporting Marks and Numbers	No. of Cars
RBL	52'5" 5150 Cubic Feet, 70-Ton, Plate C, Dual Air-Pak Bulkheads, Insulated Boxcars with 16' Dual Plug Doors	HS 11367-11376	10

- 2. Subsection 8 (iv) of the Schedule with respect to the Additional Cars only shall be replaced as follows:

(iv) "Base Rent" is defined as
per Additional Car per calendar quarter (such amount approximates the Revenues which the Additional Cars would have earned in the aggregate if the Additional Cars had been on railroad lines other than Eligible Lines [or during the term of the GETY Assignment of railroad lines other than the lines

of Gettysburg Railroad Company] for of the hours
that such Additional Cars were subject to the Agreement during such
calendar quarter, with each Additional Car traveling
miles per day.) The Base Rent for any Additional Car which is
not subject to the Agreement for an entire calendar quarter shall
be prorated at per
Additional Car per day.

3. Except as expressly modified by the Amendment, all terms and provisions of the Lease Agreement shall remain in full force and effect.
4. This Amendment may be executed by the parties hereto in multiple counterparts and all said counterparts taken together shall be deemed to constitute one and the same instrument.

Each party, pursuant to due corporate authority, has caused this Amendment to be executed by its authorized officer, and each of the undersigned hereto declares pursuant to 28 U.S.C. Section 1746 under penalty of perjury that the foregoing is true and correct and was executed on the date indicated below its signature.

ITEL RAIL CORPORATION

By: Robert K. Kish
Title: Vice President - Treasurer
Date: 5-4-90

HARTFORD AND SLOCOMB RAILROAD
COMPANY

By: G. J. Funder III
Title: Pres.
Date: 4/22/90

CERTIFICATE OF DELIVERY

EXHIBIT A

RUN DATE : 5/03/90
 RUN TIME : 3:02:37
 REPORT NO.: FMR217

RAIL SHOP STATUS
 Old/New Remark List
 Sorted Alpha by New Car

PAGE: 172
 HALL

Project:

Planned:

Scheduled:

Assigned:

Completed:

NEW Car Number	OLD Car Number	Shop	Shop Name	Shop Arrival Date	Date Remarked
000000					

***** E N D O F R E P O R T *****

The last day of the [Initial] Term for the above referenced Cars shall be _____, 19__.

AMENDMENT NO. 1

THIS AMENDMENT No. 1 ("Amendment") to that certain Assignment Agreement (the "Assignment Agreement") dated March 24, 1989 between HARTFORD AND SLOCOMB RAILROAD COMPANY as assignor ("Assignor") and GETTYSBURG RAILROAD COMPANY as assignee ("Assignee") is made as of this ____ day of _____, 1990 between Assignor and Assignee.

R E C I T A L S :

- A. Assignor and Assignee are parties to the Assignment Agreement pursuant to which twenty (20) RBL boxcars bearing reporting marks HS 11289-11308 have been assigned and delivered by Assignor to Assignee.
- B. Assignor and Assignee desire to add to the Assignment Agreement ten (10) RBL boxcars bearing the reporting marks and numbers HS 11367-11376 (the "Cars") pursuant to the terms and provisions of the Assignment Agreement and this Amendment.

Assignor and Assignee agree as follows:

1. All terms defined in the Assignment Agreement shall have the meanings defined therein when used in this Amendment, except that the term "Cars" as used herein shall only refer to the equipment described in this Amendment unless otherwise indicated.
2. Assignor hereby supplies the following Cars to Assignee subject to the terms and conditions of the Assignment Agreement and this Amendment:

AAR Mechanical Designation	Description	Reporting Marks and Numbers	No. of Cars
RBL	52'5" 5150 Cubic Feet, 70-Ton, Plate C, Dual Air-Pak Bulkheads, Insulated Boxcars with 16' Dual Plug Doors	HS 11367-11376	10

3. Subsections 7.b. and 7.c. of the Assignment Agreement with respect to the Cars shall be replaced as follows:

- b. "Revenues" is defined as the total revenues earned and received or due for the use and handling of the Cars on the railroad lines other than the Eligible Lines, including but not limited to, computed at , whether or not collected and received by Assignor, and undiminished by any claimed abatement, reduction or offset caused by any action or failure of Assignee.
- c. "Base Revenues" with respect to each Car shall be equal to per Car per calendar quarter or applicable portion thereof ("Quarter"). Such Base Revenues for any partial Quarter shall be prorated at per Car per day.
4. Except as expressly modified by the Amendment, all terms and provisions of the Assignment Agreement, with respect to the Cars, shall remain in full force and effect.
5. This Amendment may be executed by the parties hereto in multiple counterparts and all said counterparts taken together shall be deemed to constitute one and the same instrument.

HARTFORD AND SLOCOMB RAILROAD
COMPANY

By: _____

Title: _____

Date: _____

GETTYSBURG RAILROAD COMPANY

By: _____

Title: _____

Date: _____

EXHIBIT A

Certificate of Delivery to
Amendment No. 1 dated _____, 1990 to the
Assignment Agreement dated March 24, 1989

Assignor's
Reporting
Marks and Numbers

Date Delivered
to Assignee

The Term of the Assignment Agreement dated _____, 1990
between HARTFORD AND SLOCOMB RAILROAD COMPANY and GETTYSBURG RAILROAD COMPANY
shall expire on _____, 19____

HARTFORD AND SLOCOMB RAILROAD COMPANY
Authorized Representative

By: _____

Title: _____

Date: _____